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TRE MILANO, LLC

**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**

TRE MILANO, LLC, a California  
Limited Liability Company,

Plaintiff,

vs.

ERNESTO SANABRIA JR., an  
Individual, and Does 1-10, Inclusive,

Defendants.

Case No.: CV10-02850 DSF (AGR<sub>x</sub>)

**PERMANENT  
INJUNCTION AGAINST  
DEFENDANT ERNESTO  
SANABRIA JR.**

The Court, pursuant to the Stipulation For Entry of Permanent Injunction (“Stipulation”) and separate Confidential Settlement Agreement between Plaintiff TRE MILANO, LLC (“Plaintiff”) on the one hand, and Defendant ERNESTO SANABRIA JR. (“Defendant”), on the other, hereby ORDERS, ADJUDICATES

and DECREES that a Permanent Injunction shall be and hereby is entered in the above-referenced matter as follows:

1. **PERMANENT INJUNCTION.** Plaintiff owns or controls the pertinent rights in and to the following intellectual properties:

Intellectual Property:	Registration No.:	Registration Date:
InStyler (Trademarks)	3496525	September 2, 2008
InStyler Quick Styling Guide.	TX0006921877	November 24, 2008
InStyler Sales Sheet.	TX0006910783	November 14, 2008
InStyler User Manual.	TX0006921892	November 24, 2008
InStyler V.1A.	Pau003370090	November 12, 2008
InStyler Website.	TXu001599536	November 14, 2008
2 For 1.	VA0001672732	June 12, 2009
Final Hairstyles.	VA0001673742	June 12, 2009
InStyler Box (Revised)	VAu000995006	July 14, 2009
InStyler Costco Box.	VAu001001634	September 28, 2009
InStyler International Box.	VAu000994999	July 14, 2009
InStyler International Box	VAu000995000	July 14, 2009

V.2.		
InStyler V.4H.	PAu003365698	October 29, 2008
InStyler Warning Sheet.	TX0007107862	July 2, 2009
Product 0000.	VA0001671183	June 12, 2009
Rendering #1.	VA001671191	June 12, 2009
Rendering #2.	VA0001671190	June 12, 2009
Single Unit.	VA0001671188	June 12, 2009
(Copyrights)		

Defendant and any person or entity acting in concert with, or at the direction of him, including any and all agents, servants, employees, partners, assignees, distributors, suppliers, resellers and any others over which he may exercise control except customers, are hereby restrained and enjoined, pursuant to 15 *U.S.C.* § 1116, from engaging in, directly or indirectly, or authorizing or assisting any third party to engage in, any of the following activities in the United States and throughout world:

a. copying, manufacturing, importing, exporting, marketing, sale, offering for sale, distributing or dealing in any product or service that uses, or otherwise making any use of, any Plaintiff's InStyler® trademarks and copyrights, and/or any intellectual property that is confusingly or substantially similar to, or that constitutes a colorable imitation of, any of Plaintiff's InStyler® trademarks and copyrights, whether such use is as, on, in or in connection with any trademark, service mark, trade name, logo, design, Internet use, website, domain name, metatags, advertising, promotions, solicitations, commercial exploitation, television, web-based or any other program, or any product or service, or otherwise;

1           b. performing or allowing others employed by or representing him,  
2 or under his control except customers, to perform any act or thing which is likely  
3 to injure Plaintiff, Plaintiff's InStyler® trademarks and copyrights, and/or  
4 Plaintiff's business reputation or goodwill;

5           c. engaging in any acts of federal and/or state trademark and/or  
6 copyright infringement, false designation of origin, unfair competition, dilution, or  
7 other act which would tend damage or injure Plaintiff; and/or

8           d. using any Internet domain name or website that includes any of  
9 Plaintiff's designated Trademarks and Copyrights, including the InStyler® marks.

10       2. Defendant is ordered to deliver immediately for destruction all  
11 designated unauthorized products, including counterfeit InStyler® products and  
12 related products, labels, signs, prints, packages, wrappers, receptacles and  
13 advertisements relating thereto in his possession or under his control bearing any  
14 of Plaintiff's intellectual property or any simulation, reproduction, counterfeit,  
15 copy or colorable imitations thereof, and all plates, molds, heat transfers, screens,  
16 matrices and other means of making the same, to the extent that any of these items  
17 are in Defendant's possession.

18       3. This Permanent Injunction shall be deemed to have been served upon  
19 Defendant at the time of its execution by the Court.

20       4. The Court finds there is no just reason for delay in entering this  
21 Permanent Injunction and, pursuant to Rule 54(a) of the Federal Rules of Civil  
22 Procedure, the Court directs immediate entry of this Permanent Injunction against  
23 Defendant.

24       5. The Court shall dismiss the entire action with prejudice.

25       6. **NO APPEALS AND CONTINUING JURISDICTION.** No  
26 appeals shall be taken from this Permanent Injunction, and the parties waive all  
27 rights to appeal. This Court expressly retains jurisdiction over this matter to  
28 enforce any violation of the terms of this Permanent Injunction.

